

LOCAL FORM 3015.1

4:13-bk-16151

United States Bankruptcy Court
Eastern District of Tennessee

In re Norma Dean Matheney

Debtor(s)

Case No.

Chapter

13

CHAPTER 13 PLAN

☒ Original ☐ Amended

Dated: December 6, 2013

1. Payments and Term.

The debtor will pay the chapter 13 trustee \$ 145.00 Weekly for 60 months by wage order and the following additional monies: Income Tax Refunds.

2. Priority Claims (including administrative expenses).

(a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of \$ 2,000.00, less \$ 0.00 previously paid by the debtor.

(b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.

3. Secured Claims.

(a) *Cramdowns.* The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(a) below.

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>	<u>Monthly Payment</u>	<u>Interest Rate</u>
Car-Mart of Tullahoma	2002 Pontiac Grand Prix 180,627 Miles Location: 1080 Hunter Miller Road, Rock Island TN 38581 Claim Amount: \$4,109.00	\$4,109.00	\$81.85	7.25%

(b) *Surrender.* The debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

<u>Creditor</u>	<u>Collateral to Be Surrendered</u>
A Plus Rentals	Washer, Dryer Location: 1080 Hunter Miller Road, Rock Island TN 38581 Claim Amount: \$1,800.00
Fingerhut	DVD/VCR Player Location: 1080 Hunter Miller Road, Rock Island TN 38581 Claim Amount: \$142.00
United Consumer Financial Services	Vacuum Location: 1080 Hunter Miller Road, Rock Island TN 38581 Claim Amount: \$1,341.00

(c) *Long-Term Mortgages and Mobile Homes (Including doublewides and modular homes).* The holders of the following claims will retain their liens and will be paid monthly maintenance payments, which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection. The amount of any maintenance payment to be paid pursuant to 11 U.S.C. § 1322(b)(5) is fixed herein for the term of the plan (subject to adjustments for escrows) and is binding upon all parties. The secured creditor must advise of the need for monthly change promptly. The creditor requesting an increase in monthly maintenance payment shall not include any amounts that should be part of an arrearage claim as part of the proposed maintenance payment. Pursuant to 11 U.S.C. § 1322(b)(3) and (10) all maintenance payment shall be deemed current upon conclusion of the case or discharge, and all post-petition defaults are waived. No late charges shall accrue on any secured claim which is maintained in this plan or during this case pursuant to § 1322(b)(5). Pursuant to 11 U.S.C. § 1322(b)(3) any secured creditor that fails to file a claim waives any default or charges resulting from non-payment.

<u>Creditor</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Arrearage Monthly Payment</u>	<u>Maintenance Payment</u>	<u>Payment By: (Trustee or Debtor)</u>
Vanderbilt Mortgage and Finance, Inc.	\$3,458.48	2%	\$60.62	\$431.81	Trustee

(d) *De Novo Review*. Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. Unsecured Claims.

(a) *Nonpriority*. Except as provided in subparagraph (b) and in paragraph 6 below, allowed nonpriority unsecured claims will be paid: **Pro-Rata % or 60 Months, Whichever is Greater.**

(b) *Post-petition*. Claims allowed under 11 U.S.C. § 1305 will be paid as ordered by the court.

5. Executory Contracts and Unexpired Leases. Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above:

<u>Other Party to Contract</u>	<u>Property Description and Treatment by Debtor</u>
A Plus Rentals	Lease purchase agreement for a Bedroom Suite and Refrigerator. To be assumed and paid for directly by the debtor.

6. Special Provisions. (such as cosigned debts, debts paid by third party, student loans, special priority debts)

Special Intentions:

Confirmation of this plan shall constitute avoidance of Citizens Bank of Sparta's judicial lien as it impairs the debtor's homestead exemption pursuant to Tenn. Code Ann. § 26-2-301.

Confirmation of this plan shall constitute avoidance of World Finance Corp.'s lien under 522(f)(1) or 522(f)(2).

Lease purchase with A Plus Rentals secured by Bedroom Suite and Refrigerator only - will continue to be paid outside the plan directly by the debtor.

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